

***CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE***

612-10668

Curbside Recycling Collection Services



Rick Andrews

954-828-4357

Bid 612-10668

Curbside Recycling Collection Services

Bid Number 612-10668
Bid Title Curbside Recycling Collection Services

Bid Start Date Jan 21, 2011 3:39:53 PM EST
Bid End Date Feb 24, 2011 2:00:00 PM EST
Question & Answer End Date Feb 18, 2011 5:00:00 PM EST

Bid Contact Rick Andrews
Procurement Specialist II
Procurement
954-828-4357
Randrews@fortlauderdale.gov

Contract Duration 5 years
Contract Renewal See Specifications
Prices Good for 150 days
Pre-Bid Conference Feb 3, 2011 9:00:00 AM EST
Attendance is optional
Location: City of Fort Lauderdale
City Hall
100 North Andrews Avenue
4th floor conference room
Fort Lauderdale, FL 33301.

Bid Comments The City of Fort Lauderdale, Florida is seeking bids from qualified firms, hereinafter referred to as the Bidder or Contractor, to provide curbside recycling collection services for the Public Works Department Sanitation Division in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).
Added on Feb 7, 2011:
1. Add document 10668 Pre-Bid Meeting Sign-In Sheet to list of ITB documents available for download.
2. All other ITB terms, conditions and specifications remain unchanged.

Changes made on Feb 7, 2011 2:11:18 PM EST

New Documents 10668 Pre-Bid Meeting Sign-In Sheet.pdf

Item Response Form

Item 612-10668-1-01 - Curbside 18 Gallon and 65 Gallon or 95 Gallon Recycling Cart Collection
Quantity 12 month
Unit Price
Delivery Location City of Fort Lauderdale
[See ITB Specifications](#)

See ITB Specifications
Fort Lauderdale FL 33301
Qty 12

Description

Enter a monthly price for manual weekly pickup and delivery of program recyclable materials for 37,925 residential accounts that are placed curbside in 18-gallon bins for the first twelve (12) months of the contract and automated weekly pick up of program recyclable materials for 37,925 residential accounts that are placed inside 65 gallon or 95 gallon rolling recycling carts for the next forty-eight (48) months of the contract (includes bin service at limited locations estimated at up to 10% or 3,792 residents).

The monthly price is for unlimited number of carts and bins per residential account per month.

Refer to PART 2 - TECHNICAL SPECIFICATIONS - SCOPE OF SERVICES, Paragraph 2.03 for further description.

Item	612-10668-1-02 - Government Facilities Recycling Collection - PER CART PER LOCATION
Quantity	12 month
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 12

Description

Enter a monthly price for weekly pick up of program recyclable materials per cart for approximately 48 government facility locations. Contractor shall collect all recyclable materials that are placed inside one 65 gallon or 95 gallon rolling recycling cart. Materials will be collected single-stream and can be completed on same route as residential units.

Refer to PART 2 - TECHNICAL SPECIFICATIONS - SCOPE OF SERVICES, Paragraph 2.03 for further description.

Item	612-10668-1-03 - Government Facilities Recycling Collection - ADDITIONAL CART SAME LOCATION
Quantity	12 month
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 12

Description

Enter a monthly price for weekly pick up of program recyclable materials for each additional cart per approximately 48 government facility locations. Contractor shall collect all recyclable materials that are placed inside AN ADDITIONAL 65 gallon or 95 gallon rolling recycling cart AT SAME LOCATION. Materials will be collected single-stream and can be completed on same route as residential units.

Refer to PART 2 - TECHNICAL SPECIFICATIONS - SCOPE OF SERVICES, Paragraph 2.03 for further description.

Item	612-10668-1-04 - Government Facilities Recycling Collection - CITY DUMPSTER
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Quantity **12 month**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 [See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 12

Description

Enter a monthly price for weekly pick up of program recyclable materials per dumpster for each government facility location. Contractor shall collect all recyclable materials that are placed inside ANY SIZE DUMPSTER PROVIDED BY THE CITY. Materials will be collected single-stream and can be completed on same route as residential units.

Refer to PART 2 - TECHNICAL SPECIFICATIONS - SCOPE OF SERVICES, Paragraph 2.03 for further description.

Item **612-10668-1-05 - Government Facilities Recycling Collection - CONTRACTOR DUMPSTER**
 Quantity **12 month**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 [See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 12

Description

Enter a monthly price for weekly pick up of program recyclable materials per dumpster for each government facility location. Contractor shall collect all recyclable materials that are placed inside ANY SIZE DUMPSTER PROVIDED BY THE CONTRACTOR. Materials will be collected single-stream and can be completed on same route as residential units.

Refer to PART 2 - TECHNICAL SPECIFICATIONS - SCOPE OF SERVICES, Paragraph 2.03 for further description.

Item **612-10668-1-06 - Mixed Paper Drop-off/Gov Facility Cardboard Collection-CITY DUMPSTER**
 Quantity **12 month**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 [See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 12

Description

Enter a monthly price for weekly pick up of recyclable materials per dumpster per location. Contractor shall collect all recyclable materials that are placed in any size (4,6 or 8 cubic yard) City dumpster located at City designated locations. This program has 14 mixed paper dumpsters at 11 locations and 7 cardboard dumpsters at 7 locations.

Refer to PART 2 - TECHNICAL SPECIFICATIONS - SCOPE OF SERVICES, Paragraph 2.03 for further description.

Item **612-10668-1-07 - Mixed Paper Drop-off/Gov Facility Cardboard Collection-CITY DUMPSTER**
 Quantity **8 each**

Unit Price

Delivery Location

City of Fort Lauderdale[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 8**Description**

Enter a fixed price to place or remove a City owned 4, 6 or 8 cubic yard dumpster to or from site (one way)

Refer to PART 2 - TECHNICAL SPECIFICATIONS - SCOPE OF SERVICES, Paragraph 2.03 for further description.

Item

**612-10668-1-08 - Mixed Paper Drop-off/Gov Facility Cardboard Collection-
CONTRACTOR DUMPSTER**

Quantity

12 month

Unit Price

Delivery Location

City of Fort Lauderdale[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 12**Description**

Enter a monthly price for weekly pick up of recyclable materials per dumpster per location. Contractor shall collect all recyclable materials that are placed in any size (4,6 or 8 cubic yard) Contractor dumpster located at City designated locations. This program has 14 mixed paper dumpsters at 11 locations and 7 cardboard dumpsters at 7 locations.

Refer to PART 2 - TECHNICAL SPECIFICATIONS - SCOPE OF SERVICES, Paragraph 2.03 for further description.

Item

612-10668-1-09 - Special Events Collection - 65 Gallon or 95 Gallon Carts

Quantity

380 each

Unit Price

Delivery Location

City of Fort Lauderdale[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 380**Description**

Enter a price per cart, per event, per location up to 30 carts to collect all recyclable materials that are placed in city-owned carts located at City designated locations in the recycling service area. For special events that occur on a Saturday and Sunday, pick-up will usually occur on the following Monday.

There will be an estimated 10 to 15 annual Special Events.

Refer to PART 2 - TECHNICAL SPECIFICATIONS - SCOPE OF SERVICES, Paragraph 2.03 for further description.

Item

612-10668-1-10 - Special Events Collection - Recycling Dumpster

Quantity

3 each

Unit Price

Delivery Location

City of Fort Lauderdale[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 3**Description**

Enter a price per dumpster per event (1 to 5 days) to provide, deliver and pickup contractor owned dumpsters in any size (4, 6 or 8 cubic yard) located at City designated event locations in the recycling service area, including the delivery of recyclable materials to the processing facility.

There will be an estimated 3 annual Special Events requiring this service.

Refer to PART 2 - TECHNICAL SPECIFICATIONS - SCOPE OF SERVICES, Paragraph 2.03 for further description.

Item 612-10668-1-11 - Service Charge - Ancillary Cart Services**Quantity 12 each****Unit Price** **Delivery Location City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 12**Description**

Enter a service charge per location for after Hours(6:00 P.M. to 7:00 A.M.) and Sundays and City Holidays to empty 1 to 30 carts.

This is an additional charge to be added to bid prices same services for regular hour (7:00 A.M. to 6:00 P.M.)service.

Refer to PART 2 - TECHNICAL SPECIFICATIONS - SCOPE OF SERVICES, Paragraph 2.03 for further description.

Item 612-10668-1-12 - Service Charge - Ancillary Dumpster Services**Quantity 12 each****Unit Price** **Delivery Location City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 12**Description**

Enter a service charge per location for after Hours(6:00 P.M. to 7:00 A.M.) and Sundays and City Holidays to place or remove dumpsters from site.

This is an additional charge to be added to bid prices for the same services for regular hour (7:00 A.M. to 6:00 P.M.) service.

Refer to PART 2 - TECHNICAL SPECIFICATIONS - SCOPE OF SERVICES, Paragraph 2.03 for further description.

Item 612-10668-1-13 - Special Services Recycling Collection**Quantity 12 each****Unit Price** **Delivery Location City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications

Fort Lauderdale FL 33301

Qty 12**Description**

Enter a per pick up price for special services for 61 to 100 resident pick up requests per month.

Refer to PART 2 - TECHNICAL SPECIFICATIONS - SCOPE OF SERVICES, Paragraph 2.03 for further description.

Item 612-10668-1-14 - Special Services Recycling Collection**Quantity** 12 each**Unit Price****Delivery Location****City of Fort Lauderdale**[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 12**Description**

Enter a per pick up price for special services for 101 to 250 resident pick up requests per month.

Refer to PART 2 - TECHNICAL SPECIFICATIONS - SCOPE OF SERVICES, Paragraph 2.03 for further description.

Item 612-10668-1-15 - Contaminated Material Collection Service Fee**Quantity** 12 each**Unit Price****Delivery Location****City of Fort Lauderdale**[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 12**Description**

Enter a price per pick-up for the collection and disposal of non-program material located in a recycling cart or bin.

Refer to PART 2 - TECHNICAL SPECIFICATIONS - SCOPE OF SERVICES, Paragraph 2.03 and 2.16 for further description.

INVITATION TO BID (ITB) 612-10668 CURBSIDE RECYCLING COLLECTION SERVICES

PART I - SPECIAL CONDITIONS

1.01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified firms, hereinafter referred to as the Bidder or Contractor, to provide curbside recycling collection services for the Public Works Department Sanitation Division in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

1.02. INFORMATION OR CLARIFICATION

For information contact Rick Andrews, Procurement Specialist II, at (954) 828-4357 or randrews@fortlauderdale.gov. Such contact is to be for clarification purposes only. Material changes, if any, to the technical specifications or other bid documents will only be transmitted by written Addendum.

For information concerning technical specifications please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, collection routes, the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

It is the sole responsibility of the Contractor to ensure that their bid is submitted electronically through BidSync at www.bidsync.com or reaches the City of Fort Lauderdale City Hall, Procurement Services Department, 6th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 in a sealed envelope marked on the outside with the ITB solicitation number and Contractor's name, no later than the time and date specified in this solicitation.

1.03. TRANSACTION FEES

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded contractor.

1.04. PRE-BID CONFERENCE

A pre-bid meeting has been scheduled for Thursday, February 3, 2010 at 9:00 A.M., City Hall, 100 North Andrews Avenue, 4th floor conference room, Fort Lauderdale, FL 33301.

While attendance is not mandatory, is strongly suggested that all Contractor's attend the pre-bid meeting. It is the sole responsibility of the Contractor to become familiar with the scope of the City's requirements prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance.

INVITATION TO BID (ITB) 612-10668

CURBSIDE RECYCLING COLLECTION SERVICES

Contractor performance and customer service expectations will be discussed. The automated collection Transitional Plan and future recycling growth initiatives will be reviewed. Large-scale maps of the recycling collection routes appended to this ITB will be distributed. This meeting will also provide an opportunity for bidders to ask questions on recycling program expectations and the contents of this bid document.

Recycling Collection maps may also be obtained (one per bid package) free of charge by contacting City Hall 4th Floor Service Counter at 954-828-5051. The City will ship Federal Express upon Bidder providing account number.

1.05. ELIGIBILITY

To be eligible for award of a contract in response to this solicitation the Bidder must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work.

Specifically, the Bidder must demonstrate the following:

- Bidder must prove a minimum of three years of experience within the last five (5) years providing weekly residential collection service to counties or municipalities, with at least one contract serving 20,000 or more households. Each of the referenced residential contracts must be an exclusive contract serviced by the Bidder.
- Bidder must demonstrate that the Bidding Entity has an experienced senior management team. Bidder must demonstrate that each member of the senior management team has at a minimum five years of experience in the solid waste collection business.
- Bidder must provide to the satisfaction of the City an acceptable Business Plan detailing equipment, staffing, and resources to satisfactorily perform under this contract. The Business Plan must include:
 - A. Complete list of vehicles and equipment owned by the Contractor.
 - B. Location of Garage Vehicle Maintenance Facility that would service the contract, number of years at this location, and number of employees at the garage.
 - C. Proposed labor and vehicles dedicated to this service contract.
 - D. Proposed Route Supervisor and communication equipment.
 - E. Detailed plan of how the Contractor proposes providing the required services.
 - F. Detailed plan with a time frame of less than 12 months to provide semi-automated or automated collection service.
- Bidder should include in the Business Plan, a plan to receive telephone calls from the City, possess a communication system to conduct dispatching services to field personnel, a computer tracking system for service requests, a computer system to generate required reports, provide a full time route supervisor and alternate supervisor with laptop computer and cellular phone who is dedicated solely to the City of Fort Lauderdale to respond immediately to service related issues.
- Bidder must demonstrate in the Business Plan access to pertinent equipment and vehicles, support garage and related repair service, and a work location suitable to conduct business

INVITATION TO BID (ITB) 612-10668

CURBSIDE RECYCLING COLLECTION SERVICES

with associated resources necessary to successfully perform under this contract. The City may conduct a Site Visit prior to award to substantiate any claims made by the bidder in order to validate eligibility / qualifying requirements.

- Bidder must demonstrate in the Business Plan sufficient financial resources to successfully perform under this contract including capital for additional equipment purchases. If requested by the City, the Bidder agrees to supply the City audited financial records (Balance Sheet and Profit Statement) for the last three years for review to determine financial strength and stability to provide service and sustain a contract of this magnitude for the term duration.
- Bidder must include a minimum of three references to support information provided. References will be verified and evaluated based on the number and size of existing or previous contracts, number of years providing the service, staffing, equipment, and the quality of work currently being performed.

1.06. BID DOCUMENTS

The bidder shall examine this bid carefully. It will be the sole responsibility of the bidder to inspect the collection routes. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized itself with the nature and extent of the work, and the equipment, materials, and labor required.

1.07. BID ITEM PRICING AND CONTRACT AWARD

Bidder shall provide a firm fixed price for Bid Items I through 15 listed on the Item Response Form (Bid Sheet). In order to be considered for award of a contract Bidder must provide a bid price for all Bid Items. All items shall be totaled to determine the lowest responsive and responsible bidder. Pricing shall include all labor, materials, equipment, vehicles, and incidentals necessary to perform the services described in this ITB.

The City reserves the right to award to that Bidder who will best serve the interests of the City. The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all bids and to award or not award a contract based on this bid solicitation.

1.08. GENERAL CONDITIONS

General Conditions Form G-107 Rev. 11/10 (GC) are included and made a part of this ITB.

1.09. NEWS RELEASES/PUBLICITY

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

1.10. CONTRACTORS' COSTS

The City shall not be liable for any costs incurred by proposers in responding to this solicitation.

1.11. RULES AND SUBMITTAL OF BIDS

INVITATION TO BID (ITB) 612-10668 CURBSIDE RECYCLING COLLECTION SERVICES

The signer of the bid must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

1.12. CONTRACT PERIOD

The initial contract term shall commence on June 8, 2011 or date of award, whichever is later, and shall end five (5) years from that date. The City reserves the right to extend the contract for one (1) additional two (2) year term under the same terms, conditions and specifications, however subject to cost adjustment as provided herein, providing both parties agree to the extension, Contractor performed satisfactorily; and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the City Commission. The extension period shall not extend for more than one hundred eighty (180) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

1.13. PRICE ADJUSTMENT

Prices quoted shall be firm for the initial five (5) year contract term. No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety-(90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

1.14. SERVICE TEST PERIOD

The City reserves the right to require a test period to determine if the Contractor can perform to the City's satisfaction in accordance with the requirements of the contract.

INVITATION TO BID (ITB) 612-10668 CURBSIDE RECYCLING COLLECTION SERVICES

Such test period can be from thirty (30) up to ninety (90) days, and will be conducted subject to the specifications, terms and conditions contained in the contract.

A performance evaluation report will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor.

1.15. CONTRACT ADMINISTRATOR

The City will designate a Contract Administrator whose principal duties shall be:

Liaison with Contractor
 Coordinate, inspect and approve all work under the contract
 Resolve any disputes
 Assure consistency and quality of Contractor's performance
 Schedule and conduct Contractor performance evaluations and document findings
 Review and approve for payment all invoices for work performed

1.16. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The City Contract Coordinator has developed a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and Contractor is subject to the pickup charge fee provision specified under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the termination for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report and will respond in writing that he received the report, if he takes exception to the report or wished to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

1.17. INVOICES/PAYMENT

There will be no travel time, mobilization or fuel surcharges, etc., added to the monthly invoice. Monthly invoices shall be submitted to the City no later than the 15th day of the following month.

1.18. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

While this contract is for services provided to the department referenced in this Invitation For Bid, the City may require similar work for other City departments. Contractor agrees to take on

INVITATION TO BID (ITB) 612-10668 CURBSIDE RECYCLING COLLECTION SERVICES

such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

1.19. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

1.20. SUBSTITUTION OF PERSONNEL

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

1.21. INSURANCE

The Contractor shall furnish proof of Workers' Compensation Insurance, General Liability Insurance, Comprehensive Automobile Liability Insurance and Professional Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager.

INVITATION TO BID (ITB) 612-10668 CURBSIDE RECYCLING COLLECTION SERVICES

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person
	\$500,000 each occurrence
Property damage	\$100,000 each occurrence

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Department
100 N. Andrews Avenue, Room 619
Ft. Lauderdale, FL 33301

1.22. SUB-CONTRACTORS

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

INVITATION TO BID (ITB) 612-10668

CURBSIDE RECYCLING COLLECTION SERVICES

Contractor shall ensure that all Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

1.23. INSURANCE – SUB-CONTRACTORS

Contractor shall require all of its sub-contractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said sub-contractors will be the sole responsibility of the contractor.

1.24. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

1.25. PUBLIC ENTITY CRIMES

NOTE: Contractor, by submitting a proposal attests they have not been placed on the convicted vendor list.

**INVITATION TO BID (ITB) 612-10668
CURBSIDE RECYCLING COLLECTION SERVICES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

1.26. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

1.27. SAFETY

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

1.28. CANADIAN COMPANIES

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

1.29. LOBBYING ACTIVITIES

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf>.

1.30. BID TABULATIONS/INTENT TO AWARD

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Services Department at 954-828-5933.

END OF PART I

**INVITATION TO BID (ITB) 612-10668
CURBSIDE RECYCLING COLLECTION SERVICES**

PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICE

2.01. OVERVIEW

The City of Fort Lauderdale is home to one of the most comprehensive recycling programs in the State of Florida. The curbside recycling program is the largest in Broward County, servicing 37,925 residential units and 48 government buildings. A mixed paper drop-off program and recycling at special events provides additional recycling options for the community. In FY09/10, a total of 8,650 tons of recyclable materials were collected through City of Fort Lauderdale programs.

The City is strongly committed to increasing recycling participation and amount of recyclables it collects. The City currently provides once per week dual stream curbside collection of recyclable materials. As part of this Bid, the City is seeking to determine whether there are collection efficiencies and economic benefits associated with changing from once-per-week manual curbside collection of 18-gallon recycling bins to once-per-week automated Single-Stream curbside collection of 65-gallon or 95-gallon recycling carts. However, under the recycling cart program it is estimated that approximately 10% of the customers will require the continued use of the 18-gallon recycling bins.

Accordingly, this Invitation to Bid is requesting pricing for the following services:

Manual Curbside Recycling Collection Program for twelve (12) months
Collection & Delivery of Recyclable Materials utilizing 18-gallon bins

Optional Automated Curbside Recycling Collection Program for forty-eight (48) months
Collection & Delivery of Recyclable Materials utilizing 65-gallon or 95-gallon
carts, wherein the City supplies the carts

Government Facilities Recycling Program

Mixed Paper Drop-Off Program

Special Event Program

Special Services Recycling Program

Contamination Collection Services

The Contractor shall perform these services in compliance with the requirements outlined herein.

THE CITY OF FORT LAUDERDALE STRONGLY ENCOURAGES CONTRACTOR USE OF CARBON REDUCTION ALTERNATIVE FUEL VEHICLES TO BE USED FOR THE PERFORMANCE OF SERVICES REQUESTED BY THIS ITB. HOWEVER, THE CITY DOES NOT PROVIDE A BID PREFERENCE TO THOSE BIDDERS WHO OFFER TO USE SUCH VEHICLES IN THE PERFORMANCE OF SUCH SERVICES.

INVITATION TO BID (ITB) 612-10668 CURBSIDE RECYCLING COLLECTION SERVICES

2.02 TECHNICAL DEFINITIONS

Cart Service Rate refers to a per cart service rate for 65-gallon cart and 95-gallon cart. One rate regardless of cart size.

Dumpster Service Rate

- a. City-owned shall refer to the collection & delivery of programmed recycling material from any size 2-8 cubic yard dumpster.
- b. Contractor-owned shall refer to the collection & delivery of programmed recycling material including delivery and pick-up of any size 2-8 cubic yard dumpster.

Material Recovery Facility shall refer to the recycling/processing center(s) or transfer stations specifically designated in writing by the City for the delivery of recovered recyclable materials.

Non-Collection Notice shall refer to a written tag, form or card supplied by the City that is used by the Contractor to notify a customer of the reason(s) why the materials set out by the customer were not collected.

Non-Program Material shall refer to any material that is set out for collection in a recycling container that is not a Program Recyclable Material.

Program Recyclable Materials shall refer to unlimited quantities consisting of the following:

- Mixed residential paper – A mixture of various qualities of paper not limited as to type of fiber content. Acceptable fibers include:
 - Newspapers, inserts, catalogs, magazines, junk mail, office paper, soft-covered books, file folders, shredded paper, phone books and kraft bags, soda cartons and crushed boxes from items such as cereal, tissues, rice and pasta boxes
- Aluminum food and beverage containers
- Steel food and beverage containers
- All plastic bottles and containers with an opening narrower than the base. This includes milk and soda bottles, detergent, shampoo bottles, vegetable oil and yogurt bottles, etc. Plastic containers that held motor oils, pesticides, herbicides, hazardous chemicals or other hazardous materials are not acceptable.
- Aseptic containers (milk and juice cartons, drink boxes)
- Glass and food beverage containers – brown, clear or green
- Cardboard from non-food items such as shipping boxes

Recycling Collection and Delivery - refers to the Single-Stream collection and transportation of recyclable materials by the Contractor from participating locations in the Recycling Service Area to the Designated Material Recovery Facility or Designated Transfer Facility.

Recycling Service Area - shall refer to the area within the corporate limits of the City of Fort Lauderdale.

Residential Account - shall refer to one single-family residential account of 1-3 units or any multi-family residential account of 4-10 units, subscribing to City Sanitation Service.

INVITATION TO BID (ITB) 612-10668 CURBSIDE RECYCLING COLLECTION SERVICES

Residential Account Service Rate - shall refer to the residential collection of recyclable material from bins or carts, per location.

Service Charge – Ancillary Services shall refer to a Flat Fee charged by the Contractor for after hours service (6:00pm-7:00am), Sunday's and Holiday services, includes emergency callouts.

Service Charge – Special Services shall refer to Special Services Recycling Program to pickup and deliver recovered materials by schedule appointment.

Single-Stream – a recycling process in which all Program Recyclable Materials are collected mixed together with no sorting requirements by residents.

Transfer Facility – A site and/or structure utilized to accept and consolidate Recyclable Materials prior to transport to the Designated Material Recovery Facility.

Unit Service Rate -refers to a grouping of 65-gallon carts or 95-gallon carts. One rate per unit of carts at one location.

2.03 RECYCLING SERVICES TO BE BID

Manual Curbside Recycling Collection Program for first twelve (12) months

Weekly Collection & Delivery of program recyclable materials utilizing unlimited amount of 18-gallon bins for 37,925 residential accounts. The City shall provide, repair or replace the 18-gallon recycling bins. Service shall be provided under the terms and conditions specified herein.

Automated Curbside Recycling Collection Program for next forty-eight (48) months and any renewal period.

Weekly Collection & Delivery of program recyclable material utilizing unlimited amount of 65-gallon carts or 95-gallon carts for 34,132 residential accounts. The City shall provide, repair or replace the 65-gallon carts and the 95-gallon carts. Service shall be provided under the terms and conditions specified herein.

AND

Curbside Weekly Collection & Delivery of program recyclable material utilizing unlimited amount of 18-gallon bins estimated not to exceed 10% or 3,792 residential accounts. The City shall provide, repair or replace the 18-gallon recycling bins. Service shall be provided under the terms and conditions specified herein.

TRANSITION TO AUTOMATED RECYCLING COLLECTION CART

Currently, customers are provided two 18-gallon bins for the collection of recyclable materials. Some recycling participants have more than two bins.

Under the automated collection program, residents will receive one 65-gallon or one 95-gallon cart with wheels (standard cart size to be determined). It is possible that a limited number of customers may have more than one recycling cart. **The Contractor shall transition from the**

**INVITATION TO BID (ITB) 612-10668
CURBSIDE RECYCLING COLLECTION SERVICES**

manual bin collection process to the automated cart collection process within twelve (12) months based upon a Transition Plan developed by the City and the Contractor.

Under the Transition Plan, we estimate between 5% and 10% of residents may continue to utilize bins if their property cannot accommodate full-size carts and they meet exemption requirements. Some Customers may have several recycling bins.

Contractor shall identify in the Business Plan referenced in Section 1.05 the number of automated collection vehicles and styles that will perform cart collection service.

Cart collection service shall be fully automated or semi-automated.

Contractor shall be capable to transition to automated or semi-automated recycling cart collections within a timeframe of twelve (12) months.

Public Information

The City shall design, prepare, print and provide the Contractor with all program information, such as cart hangers, program brochures and guidelines. The Contractor shall not prepare, release or participate in any public information initiatives for the City of Fort Lauderdale without prior authorization from the City.

Government Facilities Recycling Program

All departments and agencies of the City of Fort Lauderdale, in offices and facilities that are located throughout the city limits, participate in a comprehensive office material recycling program. Currently there are 48 buildings, located throughout the City, participating in the recycling program.

The City of Fort Lauderdale provides 65-gallon and 95-gallon carts and 4 cubic yard dumpsters for this program. Since commercial locations historically produce different volumes of recyclable material each week than residential homes, the Contractor shall be compensated for collection at the per Cart Service Rate and per Dumpster Service Rate.

Office Recyclable Materials are the same as those collected in the residential collection program and would be collected single-stream. In order to maximize collection efficiencies, the Contractor can incorporate the collection of carts in with the City's residential route. The daily Route Log (Attachment #2) will be used to record location and estimated container volume.

A list of the account locations is available as "Attachment 4" to this bid.

Mixed-Paper Drop Off Program

Mixed paper drop-off sites are located at participating schools and parks in locations easily accessible to neighborhood residents, students and school staff. The 4-yard and 6-yard City-owned dumpsters are used primarily by families dropping their children off at school. The Contractor agrees to provide recycle material collection & delivery service and shall collect each location weekly.

INVITATION TO BID (ITB) 612-10668 CURBSIDE RECYCLING COLLECTION SERVICES

There are currently 14 Mixed Paper dumpsters at 11 locations in the City. In addition, the Contractor would be responsible for servicing cardboard containers at seven City facility locations. The City currently supplies the dumpsters for these programs.

A list of drop-off locations is available as "Attachment 5" to this bid.

Contractor should include in the bid fixed rates for:

- Weekly collection of City-owned dumpsters regardless of size (4 yd, 6 yd or 8 yd) on a per dumpster per location basis.
- Moving a City-owned dumpster (one-way) from an inventory storage area to a City-designated site or back to the inventory storage area or from one service location to another service location.
- Providing Contractor-owned dumpsters and labeling the dumpsters with Mixed Paper Drop-off signage provided by the City.

Special Event Program

The City of Fort Lauderdale also provides recycling collection at City sponsored events and festivals. The City utilizes 65-gallon and 95-gallon carts to collect recyclables on these occasions. Very large events may require the use of a recycling dumpster(s). The following events are serviced for recycling on an annual basis: New Year's Eve, Jazz Brunch, the Starlight Festivals and July 4th. Additional events may be included throughout the year. On average, between 10 and 15 events are scheduled per year. The anticipated events for FY10/11, along with an estimated number of carts that are used at these events are available as "Attachment 3" to this bid.

The City notifies the Contractor a minimum of seven days in advance of the event with details on the location and number of carts to be serviced. City employees place the carts at designated locations and remove them after collection. Every attempt is made to place containers curbside for collection. There may be instances, however, when the hauler needs to pull the carts to the curb. In order to maximize efficiencies, Contractor can incorporate the collection of carts in with the City's residential route, usually on Monday mornings. The daily Route Log (Attachment #2) will be used to record location and estimated container volume. The Contractor agrees to provide this service at the per Unit Service Rate.

Occasionally recycling bins, carts and dumpsters may need to be serviced after hours (6:00pm-7:00am), Sundays or Holidays or due to weather conditions, a need to vacate a location before Monday morning, removing equipment from street or right of way, as an example. In most situations this service will be planned in advance however on rare occasions an emergency call out may be required. Contractor will provide an all-inclusive Service Charge for Ancillary Services Example: 3 hours of labor at time and one half and 3 hours of equipment.

Contractor may be recommended to other groups to provide event recycling services.

If requested, Contractor will establish and provide package pricing for the delivery and collection of carts based on the size and location of event. Group would pay the contractor direct for any services.

INVITATION TO BID (ITB) 612-10668 CURBSIDE RECYCLING COLLECTION SERVICES

Special Services Recycling Program

Residents can schedule pick-ups of large amounts of cardboard by contacting Customer Service. It is expected that the Route Supervisor will accommodate these pick-ups with a company pick-up truck on the schedule route day.

Currently cardboard pick-up requests average one per day and the cost for this service is included in the present contract.

The City desires to continue this cardboard collection service at no additional costs. However, the City also is seeking to explore and grow any additional recycling program opportunities.

During the term of this contract additional pilot recycling programs may be developed such as the collection of electronics, light bulbs, metal or paint pick-up. Residents would contact Customer Service to schedule a pick-up. Contractor will be provided a work order and the work order number will be used to track and invoice for this special service. It is expected that the Route Supervisor will deliver recyclable material to a facility located in Broward County for processing or transfer.

Example of Recyclable Materials:

- 1) Cardboard – broken down not to exceed one pickup truck load per trip
- 2) Electronics- to be determined
- 3) Paint- to be determined
- 4) Others- to be determined

Service Charge Special Services: per trip, to pick-up location and drop-off location not to exceed one pick-up truckload (8'x6'x2' = 3.5 yds)

- 1) 00-60 pick-up requests per month, per request. Price to be included in Bid Item 1 and 2
- 2) 61-100 pick-up requests per month, per request. Provide additional service charge in Bid Item 20
- 3) 101-250 pick-up requests per month, per request. Provide additional service charge in Bid Item 21 (May need 2nd truck)

Contamination Collection Service

Price per pick-up for the collection and disposal of non-program material located in a recycling cart or bin as referenced in Section 2.16.

2.04 DESCRIPTION OF THE SERVICE AREA

The Service Area includes all of the land that is located within the geographical boundaries of the City of Fort Lauderdale. A geographical map of the Service Area is provided in "Attachment 1" appended to this Solicitation. The map details the existing routes and service collection days established by the City for curbside recycling collection service.

There are no planned route adjustments or changes to service at this time.

INVITATION TO BID (ITB) 612-10668

CURBSIDE RECYCLING COLLECTION SERVICES

2.05 PICK-UP LOCATIONS

Curbside Recycling Collection service is provided to residential customers at single-family accounts up to three living units, a limited number of multifamily accounts 4-10 units and a limited number of governmental accounts.

Customers place their recycling containers curbside for collection. However, in a few locations, service is provided in the paved alley. In certain locations, such as cul-de-sacs and one-way streets, the driver may have to manually pull rolling carts to the truck in order to provide service. Some Government Facilities may require on site collection.

The Contractor shall also provide Service For The Disabled as described in (2.07).

All recycling customers serviced by the City shall be entitled to collection service. In the event the road is not accessible due to construction, special event, public safety incident, etc., the Contractor shall make every effort to service the customer and coordinate with City staff under these circumstances.

2.06 PICK-UP POLICY

The Contractor agrees to service the residential locations at the Residential Account Service Rate regardless of the number of recycling bins a household places at the curb.

As the City transitions to automated or semi-automated cart collection, the Contractor agrees to service the residential locations at the Residential Account Service Rate regardless of the number of recycling bins and carts a household(s) places at the curb. Residential Account Service Rate shall be the same for all residential locations using recycling bins or recycling carts.

Recycling containers must be placed at the curb by 7 a.m. on collection day.

Cardboard containers and boxes (maximum 2 ft by 2 ft.) must be broken down, with styrofoam/packaging pellets removed, and must be placed next to bins or inside automated carts.

Extra recycling material may be placed on top of the cart lid for collection if secured in a small box or bag.

Misses and Late Set-Outs: There shall be no claim by the Contractor of misses or late set outs on the collection route.

The Route Supervisor shall be responsible to ride through the neighborhood to ensure that all collections have been completed and all customer complaints have been addressed each day.

Containers shall be emptied and returned to the customer's original placement location. Recycling bins shall be left upside-down and carts upright with lid closed. The Route Supervisor shall ensure no recycling containers are left in the roadway or blocking the driveway. Containers shall be left in a neat and orderly manner along the length of the neighborhood block. City issued containers shall be handled with due care at all times.

INVITATION TO BID (ITB) 612-10668 CURBSIDE RECYCLING COLLECTION SERVICES

2.07 SERVICE FOR THE DISABLED

There are a small number of customers citywide (approximately 35) who are unable to place their recycling containers curbside. The Contractor will be responsible to bring the recycling containers to the curb for dumping and then return it to its original placement. There will be no extra charge for those residents medically unable to bring their recycling container(s) to the curb. The City will certify this list annually and reserves the right to increase or decrease these numbers as may be required at no additional cost to the City.

2.08 HOURS AND DAYS OF SERVICE

Contractor shall provide one (1) residential curbside collection per residential account per calendar week, on regularly scheduled days and routes determined by the City. The City's recycling collection days of service are Monday through Saturday.

Contractor shall not allow collection vehicles to begin service before 7:00 a.m. or operate after 6:00 p.m. If the Contractor begins work before 7:00 a.m. this may result in a citation or fine under the City of Fort Lauderdale Code of Ordinances.

Additional programs shall be collected as scheduled.

2.09 HOLIDAYS

Collection service shall be provided on all holidays except for Christmas Day. If Christmas Day falls on a regularly scheduled route day, then that route will be skipped and there will be no make up day. Since the following scheduled service day will be heavy, the Contractor is required to collect extra recyclables and cardboard that may be placed at the curb outside of the container.

2.10 OWNERSHIP / DELIVERY OF RECYCLABLE MATERIALS

The ownership of all recyclable materials collected shall immediately vest with the City. The Contractor shall be responsible for the safe and proper delivery of all recyclable materials to the designated recovery facility. Currently the City receives revenue based on tonnage delivered. All revenue from tonnage or the sale of recyclable materials belongs to the City. Contractor shall make every effort to collect and deliver acceptable recycling material in order for the City to maximize any revenues.

Multi-family dwellings, such as apartments, condos, etc., are considered residential, not commercial. As such, and as per City Ordinance Chapter 24 Solid Waste, the ownership of any materials collected from these locations through this Contract shall immediately vest with the City and be delivered to the designated recycling facility with Fort Lauderdale named as City of origin.

Designated Materials Recovery/ Transfer Facilities are located at:

Delta Recycling – Davie
3250 SW 50th Avenue
Davie, FL 33314

**INVITATION TO BID (ITB) 612-10668
CURBSIDE RECYCLING COLLECTION SERVICES**

Delta Transfer Station – Pompano
1951 Powerline Road
Pompano Beach, FL 33069

Waste Management Material Recovery Facility
20701 Pembroke Road
Pembroke Pines, FL, 33029.

During the term of the contract the City may direct the Contractor to use other Recycling Facilities within Broward County.

2.11 COLLECTION CONTAINERS

The City currently owns a number of recycling containers and is providing each residential location and other accounts with the following:

- a. Two 18 gallon bins, or
- b. One wheeled cart of up to 95 gallons
- c. Dumpsters up to 8 yards

The City is responsible for the purchase, delivery and maintenance of the containers. The City will repair and replace recycling containers under normal wear and tear. However, the Contractor shall be responsible for 100% of the replacement or repair costs for loss or damage of any approved container, or part of containers caused by negligence of his agents or employees and faulty collection equipment.

2.12 GENERAL SCOPE OF CONTRACTOR'S DUTIES

Contractor shall collect, from each Customer Account; all Recyclable Materials placed curbside on the public streets or alleys of the Recycling Service Area, in compliance with the requirements of this Agreement.

For curbside residential recycling, Program Recyclable Materials shall be collected using a single-stream process, in containers supplied by the City. Such containers may be 18-gallon bins or wheeled carts of up to 95-gallons.

For government facilities, mixed paper drop-off and special events recycling programs, Recyclable Materials shall be collected according to the program guidelines in containers that can include wheeled carts up to 95 gallons and/or dumpsters from 4 to 8 cubic yards.

For all recycling programs, container materials or volumes shall be unlimited.

Contractor shall deliver all of the Recyclable Materials it collects to a Designated Material Recovery Facility or Recycling Transfer Facility, in compliance with the requirements of this Agreement.

2.13 CONTRACTOR'S PERSONNEL

- a. Route Supervisor

**INVITATION TO BID (ITB) 612-10668
CURBSIDE RECYCLING COLLECTION SERVICES**

Contractor shall assign a permanent, full-time Route Supervisor dedicated to the day-to-day operations and collection services that comprise the City of Fort Lauderdale Recycling Program. An alternate Route Supervisor will also be trained and familiar with Fort Lauderdale's plan of operation in order to function as a replacement when the permanent Route Supervisor is absent. Contractor shall schedule route supervision Monday-Saturday to be able to immediately respond to collection related issues from 7:00am to 6:00pm.

Route Supervisor shall be in company uniform and carry company identification credentials.

Route Supervisor shall be equipped with a laptop or similar electronic device to receive and respond to email requests from the City. Employee shall also have a cellular telephone to immediately return phone calls directly to customers and to the City. Contractor shall provide the City with the Route Supervisor's cellular phone number and email address so contact can be made directly when required. Customer Service shall communicate service requests to the Route Supervisor by e-mail. Route Supervisor shall respond at the completion of each request by return e-mail whereby providing a timely record of results obtained. All e-mail communication shall be responded to in a timely manner during the day and finalized by the end of the assigned shift.

Route Supervisor shall ensure collections are completed each day as scheduled, all customer requests are completed and customers are contacted, recycling containers properly placed, and all streets and swales are clean and free of debris.

Route Supervisor may perform Special Service recycling pick-ups and deliveries to designated Material Recovery Facilities.

Route Supervisor will also be required to participate in asset protection by ensuring containers are out of the street, replaced properly, and used by the customer in accordance with City guidelines. If lids are used (as in carts), supervisor shall ensure lids are closed after the container is emptied. Cart shall be left in the upright position.

Route Supervisor shall also make every effort to communicate with residents on the route to promote the City's program compliance and to assist the Recycling Program Contract Administrator in furthering the goals of the City. This may include limited distribution of door hangars, brochures or other public information materials designed and supplied by the City.

Route Supervisor shall be required to attend weekly meetings with City staff to discuss and evaluate service, resolve performance related issues, and provide input and share information to ensure delivery of quality service.

Route Supervisor shall present, on a monthly basis, within ten days of the following month, all Weight Tickets collected at the Designated Material Recovery Facility and an Excel spreadsheet listing all the transactions occurring in the preceding month to the City's Recycling Program Contract Administrator (A copy of the Recycling Collection Daily Log Sheet in spreadsheet format is available as "Attachment 2" to this bid.)

INVITATION TO BID (ITB) 612-10668

CURBSIDE RECYCLING COLLECTION SERVICES

The Contractor shall provide the Route Supervisor with the appropriate vehicle to carry out the responsibilities detailed in this section. The Contractor shall provide the fuel and routine maintenance, and ensure vehicle is properly identified with company name and telephone number. Additional safety lighting is recommended.

b. **Employees**

All of the Contractor's personnel shall maintain a courteous and respectful attitude toward the public at all times. Contractor's employees shall not cause any disturbance, interference, or delay to any work or service rendered to the City or by the City. Contractor represents the City and all employees shall govern themselves accordingly. The City reserves the right to request that the Contractor remove an employee from performing services under this contract for unsatisfactory performance or unacceptable conduct.

The collection employees shall be identifiable by wearing a uniform or a shirt bearing the company's name during collection operations.

Employees shall wear proper attire at all times when working for the City under this agreement. Proper attire shall consist of appropriate pants or shorts, a shirt with the Contractor's name or logo, and boots or similar footwear, and safety vest.

All of the Contractor's employees shall be properly trained for the tasks assigned to them. The Contractor shall provide training to its employees, as needed, to ensure compliance with the requirements of this Agreement and all applicable laws. Additional Contractor expense for special training or equipment to initiate a "new Special Services Program" shall be reimbursable with prior authorization from the City.

The Contractor's employees shall treat all City owned carts and bins with due care.

2.14 CONTRACTOR VEHICLES AND COLLECTION EQUIPMENT

The Contractor shall purchase and/or lease, and shall have on hand at all times and in good working order, such vehicles and equipment as shall permit the Contractor to promptly and efficiently perform all the contractual duties specified in this Agreement. The Contractor's vehicles shall be compatible in size and weight with, and appropriate for, the areas where such vehicles and equipment are utilized.

The vehicles and collection equipment used to provide collection service in the Recycling Service Area shall be dedicated to and used for the benefit of the City's Recycling Program in order to determine material origin and recycling credit. Additionally, vehicle consistency will ensure that the vehicle numbering system easily correlates with weight tickets and monthly reports.

The Contractor shall not collect Recyclable Materials with a vehicle used for the collection of solid waste, unless such action is approved in advance by the Recycling Contract Administrator.

a. **Condition of Equipment**

All vehicles and auxiliary equipments shall be kept, clean, sanitary, safe, and in good repair at all times of service. In the event of a fluid leak on the vehicle, contractor shall

INVITATION TO BID (ITB) 612-10668 CURBSIDE RECYCLING COLLECTION SERVICES

instruct employee to immediately stop the vehicle to prevent a "fluid trail" on residential streets. Contractor shall immediately respond to contain spill and begin cleanup.

b. Vehicle Identification

All vehicles utilized by the Contractor to provide services hereunder shall clearly display the Contractor's name, local office telephone number, and truck number.

Collection vehicles shall also display a high-quality magnetic sign, or equivalent, on both sides of the vehicle, during all hours of service. Working with the Contractor, the design, size and dimensions of the sign shall be developed by the City and produced and paid for by the Contractor. The sign shall contain, at a minimum, the following information:

City of Fort Lauderdale
Recycling Program
854-828-8000
www.fortlauderdale.gov/recycle
City's "Green Your Routine" logo

As there are many solid waste collection trucks that have the same appearance on the City's residential routes, this sign will assist residents in identifying which vehicle is collecting their recyclables.

c. Tare Weights

The City requires that vehicle Tare Weights, which are used by the Material Recovery Facility to calculate the revenue to be paid to the City, be validated each year. Depending on the scale system in use at the disposal facility, the Contractor may be required to assist the City by weighing each collection vehicle in and out three times and record the information to the City's Tare Weight Report.

2.15 COMPLAINTS

The City of Fort Lauderdale 24-hour Customer Service Center will receive telephone calls for service-related issues. In the event the Contractor receives a customer complaint, the Contractor shall advise customers to call the City of Fort Lauderdale 24-hour Customer Service Center at 954-828-8000. Day-to-day communications will be between the City and the Route Supervisor.

Complaint Response: Any email notifications sent from the City's Customer Service Center or Recycling Program Contract Administrator prior to 3:00 pm shall be serviced by 6:00 p.m. of that same day. Notifications received after 3:00 p.m. shall be serviced by 8:00 a.m. the following day unless the City's Customer Service Center has approved other pickup time arrangements. The route supervisor shall contact customers that have reported service related issues between 3:00 p.m. and 6:00 p.m. to alert them whether services shall be rendered on the same day or the next morning. All complaints received on a non-work day shall be resolved by 8:00 a.m. of the following day. If Sunday is the next day, the contractor should make every effort to empty the container(s) by 6:00 p.m. on Saturday to avoid any additional operating expense providing catch up service on Sunday.

INVITATION TO BID (ITB) 612-10668

CURBSIDE RECYCLING COLLECTION SERVICES

If the Route Supervisor fails to respond to any service request as outlined herein and the City is required to respond, a seventy-five dollar (\$75.00) fee shall be assessed per account per occurrence and deducted from the Contractor's monthly invoice as provided in Section 2.19.

Emergency Number: Contractor shall provide the Recycling Program Contract Administrator with emergency telephone numbers where Contractor may be reached during both working and non-working hours.

2.16 CONTAMINATION / QUALITY CONTROL

During the collection process, the Contractor shall not combine recyclable materials with the yard waste or any other type of Solid Waste. If a manual, semi-automated, or fully automated collection method is used, the driver shall inspect the container for contamination before dumping, to determine whether they contain non-program material (i.e., garbage) or excessively contaminated recyclable materials. If a fully automated collection method is used, the Contractor may wish to mount a mirror or camera above the hopper, or a closed circuit camera above the hopper and a monitor in the cab to assist with inspection.

- If recyclables can be easily separated from non-program materials, the driver shall separate the material and collect the recyclables.
- If the contamination is excessive, then the container should be left for inspection by the Route Supervisor.
 - Incident 1 - The Route Supervisor shall attempt to contact the customer to explain program guidelines, provide a collection brochure, service the cart and immediately record the results with Customer Service. If the Customer is not available a tag will be placed on the bin/cart advising why the cart was not serviced. The Route Supervisor will immediately e-mail the address to Customer Service advising of the problem. Customer Service will establish a service record and provide information in addressing service inquiries.
 - Incident 2 - The Route Supervisor will meet with the customer, determine what the problem is and seek compliance, return to service the cart and immediately report the results to Customer Service.
 - Incident 3 or more - After two documented incidents within the 12 month period, the route supervisor must meet with the customer and City staff at the site. Customer will have the option to clean out the cart or bin, or be charged by the City a special contamination collection service fee to be determined by this Bid. The City estimates between 0 and 12 of these occurrences per year.

The designated Waste Management Recycling Facility can reject materials which fail to meet Acceptable Standards as provided in the Broward Solid Waste Disposal District's Plan of Operations. The Facility may also deem unacceptable any load which contains non-Program Recyclables comprising more than ten percent (10%) of the load by weight or volume, whichever is more restrictive. In the event of such an occurrence, the Contractor would be billed directly by the Material Processing Facility for the cost of handling, managing and disposing the contaminated load. Contractor is expected to pay all contaminations charges. If the Contractor does not pay within 60 days, the County will invoice the City for the charges, and the City, in turn, will debit 100% of these charges plus a seventy-five dollar (\$75.00) City administrative charge from the Contractor's monthly invoice. Failure of the Contractor to pay assessed charges when due may result in the termination of this contract.

INVITATION TO BID (ITB) 612-10668 CURBSIDE RECYCLING COLLECTION SERVICES

2.17 SPILLAGE AND LITTER

The Contractor shall not litter or cause any spillage to occur on the premise, roadway, or right-of-way wherein the collection shall occur. Extra care shall be required to ensure garbage or litter is picked up around the recycling containers if needed or reported to the Route Supervisor for appropriate action. The expectation is for the Driver or Route Supervisor to help keep City neighborhoods clean by assisting in the removal of debris in proximity of collection containers. During hauling, all material shall be contained, enclosed, and covered so that leaking, spilling and blowing is prevented.

In the event of any spillage or leaking occurs, including but not limited to, hydraulic and other fluids from the collection vehicle, the Contractor shall ensure that the vehicle stops immediately to prevent "fluid trails" and clean up all spillage and leakage immediately, to the satisfaction of the City, at no additional cost to the City. If the contractor fails to take prompt and effective remedial action and after notice to the Contractor, via telephone or e-mail, the City is required to respond to the clean up or repair, costs for such City action shall be deducted from the monthly invoice.

2.18 PROTECTION OF PUBLIC AND PRIVATE PROPERTY

The Contractor's employees or equipment shall not damage any public or private property, including but not limited to roads, mailboxes, driveways, sidewalks, street signs, landscaping, and recycling collection containers. The Contractor shall be solely responsible for all damages, costs and liabilities associated with the repair, restoration or replacement of any property that has been damaged by the Contractor's equipment, employees or agents. The Route Supervisor shall promptly investigate and respond immediately to any claim concerning property damage.

2.19 REPORTS

Monthly Reports: Contractor shall submit written or electronically produced (IE: Excel or Word software monthly reports to properly and accurately reflect the following:

- a. Weight of the Recyclable Materials recovered, including copies of receipts issued to the Contractor by the designated recovery facility.
- b. Recycling Collection Daily Log Sheet (Attachment #2).
- c. Mixed Paper Drop-off Tracking Report (similar to Attachment #5), identifying, as part of the weekly pick-up, the location and percent of dumpster filled for each of the ten drop-off locations.
- d. Government Facility Tracking Report (similar to Attachment #5), identifying, as part of the weekly pick-up, the location and percent of carts filled for each of the forty drop-off locations.

Date of Submission: Contractor shall submit the completed monthly reports to the Recycling Program Contract Administrator within ten (10) days of the following month.

**INVITATION TO BID (ITB) 612-10668
CURBSIDE RECYCLING COLLECTION SERVICES**

Other Reports: In addition to the above named reports, Contractor agrees to provide the City with other reports or reporting information as is now or in the future required by law, whether state, county, City or other governmental agency at no additional cost.

2.20 FAILURE TO PERFORM – PICKUP CHARGE

In the event the Contractor fails to service a recycling container(s) as required in this contract and after email notification or telephone contact has been attempted by the City to the Route Supervisor, and whereby the City is caused to provide the contracted service by use of City labor and equipment or other resources, a seventy-five dollar (\$75.00) flat fee per account per occurrence will be charged to the Contractor and deducted from the monthly invoice.

2.21 DISASTER SERVICES

In the event of a disaster such as a hurricane, the Contractor is expected to continue with service until the City declares a "State of Emergency" or until the City and the Contractor agree that service shall be suspended due to unsafe conditions. The Contractor shall resume and continue the collection schedule as soon as is safely possible.

2.22 ADDITIONAL SERVICES

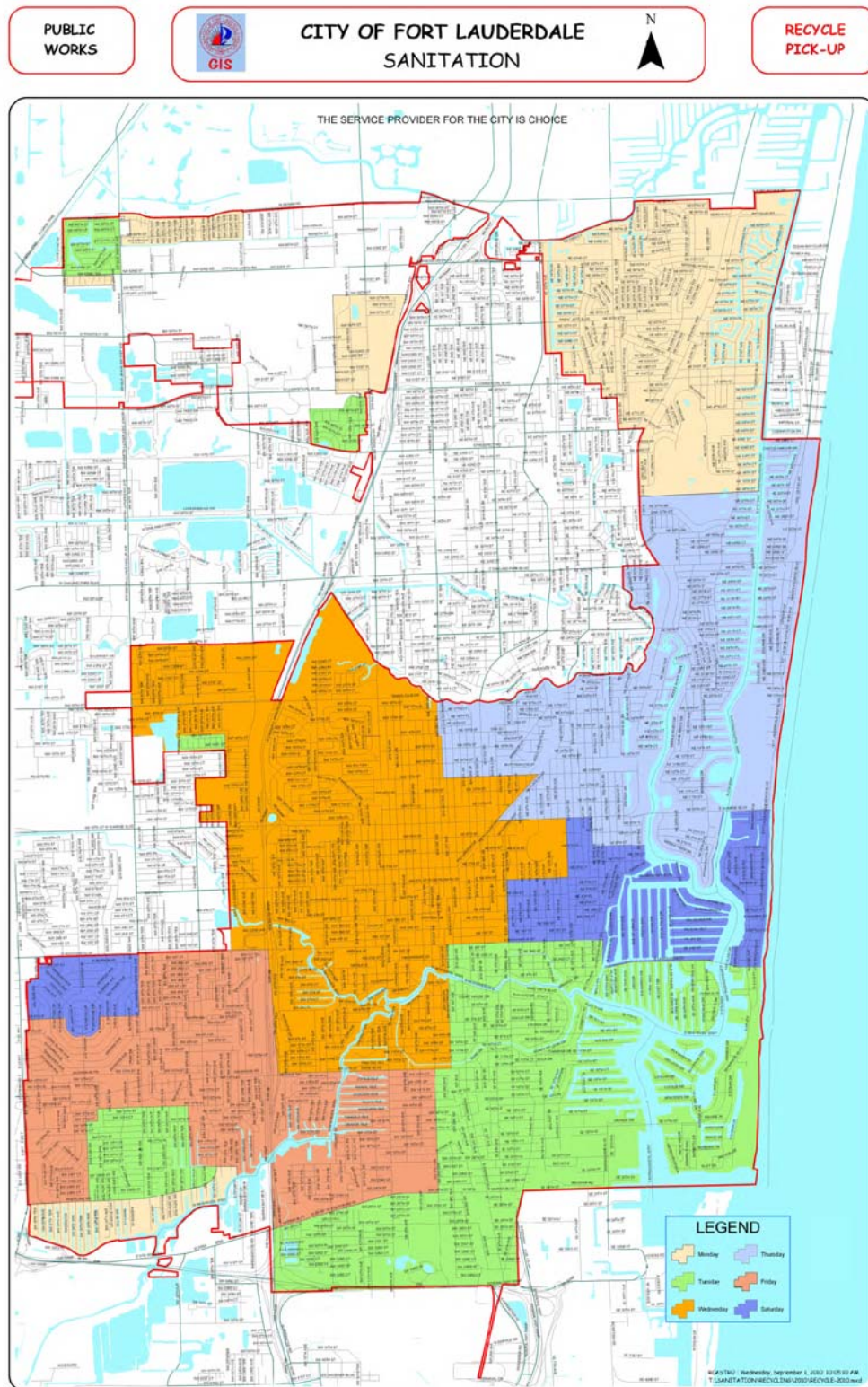
Collection of Other Recyclables: The City may request the collection of recyclables in addition to those specifically currently listed in 2.02 if the processing facility expands the acceptable program materials listing. Contractor agrees to collect this additional material at no additional costs to the City.

Expansion of the Number of Residential Units Serviced. If there are any additions to the number of Residential Units, either through annexation of service areas and/or the extension of service to additional multi-family properties, the City shall advise the Contractor in written form and advise the Contractor within 30 days of occurrence. The Contractor will be expected to handle this additional work and will be compensated at the current rates in effect at the time. Expansion of the number of residential units from which Recyclable Materials are to be collected will not increase the "per account" cost to the City.

END OF PART II

INVITATION TO BID (ITB) 612-10668 CURBSIDE RECYCLING COLLECTION SERVICES

Attachment 1 Map



INVITATION TO BID (ITB) 612-10668
CURBSIDE RECYCLING COLLECTION SERVICES

Attachment 3
Special Events Recycling

CURRENT EVENTS	MONTH	Est. Commingled CARTS	Notes
New Year's Eve	December	30	
Jazz Brunch	Each month	96	average 8 carts per month; 12 months
Starlight Festival	Summer	96	average 12 carts per week; 8 weeks
Green Expo	April	1	
Big Toy	September	1	
July 4th	July	10	
St. Patrick's Parade	March	10	
Croissant Park Jaguars	July-Nov	40	average 2 carts/week; 20 weeks
Holiday Park Tennis Tournaments & other	July	12	
Other Carter Park events		5	
George English Sports		5	
Swimming Hall of Fame	Summer	64	Average 8 carts/week; 8 weeks
Other events		10	
Annual Estimated Carts		380	

INVITATION TO BID (ITB) 612-10668
CURBSIDE RECYCLING COLLECTION SERVICES

Attachment 4
City Facilities

Name City Facility	Address	Total Carts	Cardboard	
			# Dumpsters (Cans)	Can Size
15th Street Boat Ramp	1584 SE 15 Street	1		
Building Services/One Stop Shop	700 NW 19 Ave	4		
Central Machine Shop/(CMS)	4250 NW 10 Ave	2	1	4 yd
City Hall	100 N. Andrews Ave	12	2	4 yd
Community Redevelopment Agency	914 NW 6 St	1		
Cooley's Landing	450 SW 7 Ave	2	on call	
Executive Airport/Police	1602 NW 56 Street	4		
Fire Station Administration, Station 2	528 NW 2 Street	2		
Fire Station #3	2801 SW 4 Ave	2		
Fire Station #13	2871 E Sunrise Blvd	2		
Fire Station #35	1841 E. Commercial Blvd	2		
Fire Station #46	1121 NW 9 Ave	2		
Fire Station #47	1000 SW 27 Ave	2		
Fire Station #49	1015 Seabreeze Blvd	3		
Fire Station #53	2200 Exec Airport Way	3		
Fire Station #54	3200 NE 32 Street	2		
Int. Swimming Hall of Fame (Aquatic Center)	501 Southbreeze Blvd	4		
Las Olas Marina	240 E Las Olas Circle	10		
Meter Shop	4030 South St Road 7	2	1	4 yd
Mizell Centre	1409 NW 6 Street	1		
Park, Beach Community Center (Galt Ocean)	3351 N.E. 33 Ave	1		
Park, Carter	1450 W. Sunrise Blvd.			
Park, Croissant	245 West Park Drive	2	on call	
Park, George English	1101 Bayview Drive	2		
Park, Holiday - War Memorial	800 NE 8 Street	0	1	4 yd
Park, Holiday Social Center/Soccer Field	1150 G. Harold Martin Dr.	2		

INVITATION TO BID (ITB) 612-10668
CURBSIDE RECYCLING COLLECTION SERVICES

Attachment 4 (cont'd.)
City Facilities

Name City Facility	Address	Total Carts	Cardboard	
			# Dumpsters (Cans)	Can Size
Park, Holiday -TENNIS (JETC)	701 NE 12 Ave	2		
Park, Lauderdale Manors				
Park, Osswald	2220 NW 21 Ave	2		
Park, Parks & Rec. Admin	1350 W Broward Blvd	1		
Park, Riverland	950 SW 27 Ave	2		
Park, Riverside	555 SW 11 Ave			
Park, Snyder	3398 SW 9 Ave	2		
Park, Snyder Nursery	3299 SW 4 Ave	2		
Park, Warfield	1000 N Andrews Ave	2		
Parking Administration Bldg	290 NE 3rd Ave	1		
Pension Office	316 NE 4th Street	1		
Police Department	1350 Broward Blvd	4	1	4 yd
Public Works Compound, Gas Station	220 SW 14 Ave	2		
Public Works Compound, Bldg. 1, Parks Maint.	220 SW 14 Ave	2		
Public Works Compound, Bldg. 7, Sanitation	220 SW 14 Ave	4	1	4 yd
Public Works Compound, Bldg. 3, Gen. Svcs.	220 SW 14 Ave	1		
Public Works/Utilities - Five Ash	4321 NW 9 Ave	1		
Public Works/Utilities Admin	949 NW 38 Street	4	1	4 yd
Public Works/Utilities -GTL Plant(Loemeyer)	1765 SE 18 Street	2		
Public Works/Utilities -Peele Dixie	1500 South St Road 7	1		
Records Center/Print Shop	401 SE 21 Street	1		
Risk Management, 3rd, 4th, 5th Floor	101 NE 3rd Ave	2		
TOTAL		107	8	

INVITATION TO BID (ITB) 612-10668
CURBSIDE RECYCLING COLLECTION SERVICES

Attachment 5
Mixed Paper Drop-Off Locations



MIXED PAPER DROP-OFF
FORT LAUDERDALE SCHOOLS



Driver: _____ Month: _____ Year: **2010**

Date of Pickup: _____

	NAME	LOCATION	NUMBER OF DUMPSTERS	% Container Capacity Filled
1	City Sanitation - SW 14 AV	SW 14 AV across from Police Station	1	
2	Virginia S. Young Elem.	101 NE 11 AV (NE 9 AV before NE 1 ST)	1	
3	St. Anthony	820 NE 3 ST (parking lot NE 9 AV & 2 ST)	1	
4	Sunrise Middle	1755 NE 14 ST	2	
5	Cardinal Gibbons	Bayview and NE 46 ST	1	
6	FT. Laud Christian	6330 NW 31 AV	1	
7	North Fork Elementary	101 NW 15 AV	1	
8	Mt. Olive Church/School	649 NW 15 WAY	1	
9	Croissant Park Elem.	1800 SW 14 AV	2	
10	St. Jerome	2601 SW 9 AV	2	
11	Trinity Lutheran School	110 SW 11 ST	1	

**City of Fort Lauderdale
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Department. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including

Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
- INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
- REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
- BID – a price and terms quote received in response to an ITB.
- PROPOSAL – a proposal received in response to an RFP.
- BIDDER – Person or firm submitting a Bid.
- PROPOSER – Person or firm submitting a Proposal.
- RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
- RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
- FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
- SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
- CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
- CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
- CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
- The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's

needs as they arise.

- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Department immediately. Such notification must be received by the Procurement Services Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., the Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the

following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DEPARTMENT (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
<http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND: If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 INSURANCE: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.

2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

Questionnaire

Please print or type:

1. Provide three references for which you have performed similar services.

Company Name:
Address:
Contact Name:
Telephone:

Company Name:
Address:
Contact Name:
Telephone:

Company Name:
Address:
Contact Name:
Telephone:

2. Number of years experience the proposer has had in providing similar services:

Years

3. Have you ever failed to complete work awarded to you? If so, where and why?

4. List appropriate licenses as issued by Broward County.

5. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary.

6. Briefly describe your firm's financial status and provide proof of adequate line of credit or other financial assets to access funds for construction of multiple projects during the same time period.



The proposer understands that the information contained in these proposal pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question could result in the disqualification of your bid.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>
-	
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
	<input type="text"/>
	<input type="text"/>

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by:
(signature) (date)

Name (printed): Title:

Company: (Legal Registration)

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

Address:

City: State:

Zip:

Telephone No. FAX No.

Email:

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions):

Payment Terms (section 1.03):

Total Bid Discount (section 1.04):

Does your firm qualify for MBE or WBE status (section 1.08): MBE ☐ WBE ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.

Date Issued

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variances:
revised 3-23-10

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PRE-BID MEETING
ATTENDANCE SIGN-IN FORM

DATE: February 3, 2011

TIME: 9:00 A.M.

ITB NO: 612-10668

OPENING DATE: February 24, 2011

ITB TITLE: Curbside Recycling Collection Services

PROCUREMENT SERVICES DEPARTMENT CONTACT: Rick Andrews

NAME	COMPANY	PHONE	EMAIL
John Johnson	Southwestern Recycling	305-634-1180 x1010	jj@swflorida.com
Zohar Yaacobi	Choice Environmental	954-344-4735	zohar@choiceenv.com
Michael Savino	Choice	954-769-5450	msavino@choiceenv.com
Damon Stinson	Republic Services of Florida	954-327-9513	dstonson@republicservices.com
Rick Andrews	CFL	954-828-4357	randrews@fortlauderdale.gov
John Saavedra	CFL	954-828-5452	john.saavedra@fortlauderdale.gov
Loetta Cronk	CFL	954-828-5054	loetta@cfl.fortlauderdale.gov

PRE-BID MEETING
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OPENING DATE: February 24, 2011

ITB TITLE: Curbside Recycling Collection Services

PROCUREMENT SERVICES DEPARTMENT CONTACT: Rick Andrews

NAME	COMPANY	PHONE	EMAIL
John Cinelli	Southern Waste Systems	954-347-2506	cinelli@swsfl.com
Kenneth Ruona	Waste Pro USA	954-445-9214	KRuona@wasteprousa.com
Jim Bowers	Waste Pro	305-970-1010	abowers@wasteprousa.com
Dave Eberlin	WSI	305-638-3800	deberlin@wsii.us
Tom Terrell	CoFE	954-828-5815	terrell@fortlauderdale.gov
Gary Glas	CoFE	954-828-5341	glasg@fortlauderdale.gov
Joe Parnston	Waste Services of FL, Inc	305-970-0356	JPARNSTON@WSII.US

Question and Answers for Bid #612-10668 - Curbside Recycling Collection Services

OVERALL BID QUESTIONS

Question 1

How do we become a MRF for the City of Fort Lauderdale.
Southeastern Recycling Corp.
Patricia Johnson
305-634-1180 (Submitted: Feb 8, 2011 1:11:27 PM EST)

Answer

- Interested vendors may contact the City's Procurement Services Department with information regarding their services for the City's review. Should there be further interest a separate formal competitive solicitation for MRF services could be issued.

Bids in response to this Bid, 612-10668, must meet all terms, conditions and specifications as stated in order to be considered for contract award. (Answered: Feb 9, 2011 9:15:33 AM EST)

Question 2

During the first 12 month of the contact haulers will service 18 gallon bins. During this 12 month is collection to be dual stream or can the hauler utilize single stream collection?

Tim Bowers
Waste Pro
305-970-1010 (Submitted: Feb 17, 2011 10:30:32 AM EST)

Answer

- The hauler may utilize single stream collection (Answered: Feb 17, 2011 12:44:26 PM EST)

Question 3

What is current monthly rate being charged per residential unit for curbside recycling?

Tim Bowers
Waste Pro (Submitted: Feb 18, 2011 3:48:40 PM EST)

Answer

- \$2.11 (Answered: Feb 21, 2011 8:57:39 AM EST)